

The logo features a stylized leaf in shades of green and blue, with a white outline of a tree branch inside it.

CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS NRCS/RCD Local Operational Agreement (LOA)

The partnership between NRCS and RCDs across the state is critical for the success of local conservation efforts. This partnership increases the ability to serve common landowners; a well negotiated relationship results in an effective, efficient partnership that better serves the community and makes both partners stronger. A local operational agreement (LOA) is a perfect opportunity for local NRCS and RCD offices to understand expectations, set common goals, and negotiate a positive working partnership. Across California it is critical that RCD and NRCS offices work together to efficiently provide conservation services to landowners and education to the community.

Benefits of an LOA

An Operational Agreement allows both parties to understand expectations and strengthen the relationship between the local NRCS office and the District. Agreements can help to set common goals and negotiate services to ensure efficiency for both offices and minimize duplication of services. The LOA is an opportunity for the District Conservationist (DC) to put in writing what the staff will do to support District activities and/or programs. Formalizing expectations and setting common goals with an LOA can have measured positive affects for both the local NRCS office and the District. The LOA agreement does not require state NRCS approval, which means it stays in the local office.

The idea of the LOA is to keep it simple and only address items the District either wants clarification or commitment from the DC. It should not include existing responsibility in the delivery of programs but specific activities the District/NRCS would like the staff to do to support activities and/or programs.

What does an LOA cover?

If the District and the DC decide to exercise their option to have a Local Operational Agreement, it is suggested to include, but not be limited to the following items:

1. Specific objectives
2. Goals and action items
3. Assignment of Responsibility
4. Provision for documentation of accomplishments
5. Scheduled of planned events
6. Planned use of district resources regardless of source
7. Cooperative working arrangement developed with neighboring districts.

What NRCS could offer:

- ✓ Support of District programs and projects
- ✓ Technical assistance (review District Erosion Control Plans, etc.)
- ✓ Office assistance (answer phones, schedule appointments, contractual agreements, etc.)
- ✓ Staff support for District project implementation

- ✓ Shared field office equipment (fax machines, copiers, field tools, etc.) *The DC should review with their ASTC-Field Operations if there is a question concerning sharing equipment.*

What an RCD could offer:

- ✓ Identify local conservation priorities
- ✓ Provide annual guidance to NRCS field staff through an annual work plan
- ✓ Assist NRCS field staff in delivering USDA programs by conducting educations and outreach activities (trainings, workshops, etc.)
- ✓ Provide a forum for citizens to address natural resource concerns and issues
- ✓ Reporting conservation implementation
- ✓ Rental of office space/ free office space
- ✓ Shared field office equipment (fax machines, copiers, field tools, etc.)

Dos and Don'ts of an LOA

Do:

- ✓ Include specific activities the District would like the field staff to do in supporting activities and/or programs
- ✓ Make a commitment of office resources/time
- ✓ Negotiate services to reduce a double up of services
- ✓ Set common goals for programs
- ✓ Review the 'Mutual Agreement' between the District and USDA and the 'Cooperative Working Agreement' between the District and NRCS when developing a local Operational Agreement.
- ✓ Identify field equipment that is shared (fax machines, copiers, field tools, etc.) *The DC should review with their ASTC-Field Operations if there is a question concerning sharing equipment.*
- ✓ Review document annually

Don't:

- ✓ Included basic responsibilities of NRCS or field staff's existing responsibility in the delivery of programs (i.e. working group meetings, DC attendance at Board meetings)
- ✓ Included the transfer of funds, acquisition of services contracts or property except under separate agreements approved by the State Conservationist.
- ✓ Include NRCS office space. *The State Conservationist has approved 300 square feet for each NRCS Field Office or Service Center for District Employees. Additional space must be approved by the State Conservationist. The 300 square feet is not per District but for all District employees, even if 2 or more Districts are serviced by the field office.*
- ✓ Include the use of NRCS vehicles. *A separate vehicle agreement will be develop if the RCD needs a vehicle and signed by the State Conservationist.*

LOA TEMPLATE

**Local Operational Agreement
between the
_____ Field Office
of the
Natural Resources Conservation Service
and the
_____ Resource Conservation District**

For their cooperation in the Conservation of Natural Resources this agreement is between the _____ Field Office (*Service Center or Local Partnership Office, select the appropriate office type*) Natural Resources Conservation Service (NRCS), and the _____ Resource Conservation District (RCD), collectively referred to as the parties, to define clearly the roles, responsibilities, and work priorities of the parties in the conduct of natural resources conservation programs and activities within the Resource Conservation District.

PURPOSE

The purpose of this agreement is to supplement the following agreements with the District; the Mutual Agreement between the United States Department of Agriculture and the Cooperative Working Agreement between the Natural Resources Conservation Service as authorized by Public Law 103-354 and Secretary's Memorandum No. 1010-1 dated October 20, 1994.

The parties have a common objective of helping to bring about a locally-led conservation program to improve the natural resources within the boundaries of the Resource Conservation District. The customers served by all the parties are land owners and managers, watershed groups, units of government, and organizations with interests in natural resources.

In the delivery of services to the parties' customers in common, a cooperative, voluntary approach is emphasized. With increased national, state, and local attention to resolve natural resource concerns, the parties recognize a greater need to communicate, coordinate, and cooperate in the delivery of their voluntary/cooperative approach while allowing for the unique priorities and differences within their respective areas of responsibility.

Therefore, NRCS and the Resource Conservation District deem it mutually advantageous to cooperate in this undertaking, and hereby agree as follows:

The NRCS Field Office staff will: *(The following items are suggestions for the agreement. The District and NRCS Field Staff will determine the appropriate language and support NRCS will provide the District)*

1. District Support: Identify specific district support the NRCS staff will provide for local programs, projects etc.
2. Local Input: Identify any specific local resources, issues or needs by the District NRCS staff can provide assistance with.
3. District Assistance: If appropriate, identify direct District assistance the NRCS staff will provide (i.e., review District Erosion Control Plans, etc.).
4. Program Implementation: Identify NRCS staff support for any program the District is implementing.

5. Office Space is not appropriate for this agreement. The State Conservationist has approved 300 square feet for each NRCS Field Office or Service Center for District Employees. Additional space must be approved by the State Conservationist. The 300 square feet is not per District but for all District employees, even if 2 or more Districts are serviced by the field office.
6. Equipment: Only field office equipment may be shared, i.e. fax machines, copiers, field tools, etc. The District Conservationist should review with their ASTC-Field Operations if there is a question concerning sharing equipment.
7. Vehicles: Vehicles will not be listed in a Local Operational Agreement. A separate vehicle agreement will be developed if the RCD needs a vehicle and signed by the State Conservationist.
8. Other: Any other appropriate items the District and the DC agree to include.

The Resource Conservation District will: *(This is example language. The District and District Conservationist should determine what the District will provide to assist with the implementation of District programs, activities, issues and priorities.)*

1. Priorities: Identify local conservation priorities to guide NRCS field activities.
2. Annual Plan of Work: Provide annual guidance to the NRCS field staff through an Annual Work Plan or other process at the Districts' discretion.
3. District Capacity: Build the District's capacity in order to meet identified conservation priorities (Identify what the District will do for capacity building).
4. Advocacy: Assist NRCS field staff in delivering USDA programs by conducting education and outreach activities to private landowners in order to adopt needed conservation measures to protect the natural resources of the District.
5. Information Sharing: Provide a forum for citizens of the District area to address natural resource concerns and issues within their communities.
6. Reporting: District employees will report conservation implementation to the District Conservationist for reporting into NRCS Performance Results System (PRS).
7. Other: Any other appropriate items the District and the DC agree to include

The District and NRCS mutually agree: *(Suggested sample language)*

1. The following topics will be reviewed and discussed between the District Conservationist and the Resource Conservation District Board Directors annually at District Board Meetings. Rather than review all the items at one time selected topics, as appropriate, will be discussed throughout the year. The following items will be reviewed annually:
 - Personnel and Training
 - RCD Business Plan or Plan of Operations

- Use of NRCS vehicles
- Diversity of Board Members
- Conservation Planning Policy on Planning Certification and Technical Approval Authorities
- Privacy of Personal Information Relating to Natural Resources Conservation Service
- Accessibility to Programs and Existing Facilities
- Drug Free Workshop Requirements
- NRCS Meeting Attendance and Facilities
- Rules and Regulations Governing Public Buildings and Grounds
- Internet Usage and E-Mail Guidelines
- Quality Reviews

2. Review Annually: Mutual and Cooperative Working Agreements.
3. Modification: This agreement can be modified at any time by mutual agreement.
4. Termination: This agreement may be terminated by either party by giving 60 days written notice.
5. Other: Any other appropriate items the District and the DC agree to include.

_____ **Resource Conservation District**

_____ Date: _____

Chairperson
Resource Conservation District

_____ **Field Office**
USDA Natural Resources Conservation Service

_____ Date: _____

District Conservationist
Natural Resources Conservation Service

The logo for the Mariposa Resource Conservation District is located in the top left corner. It features a stylized leaf or drop shape in shades of green and blue, with a white outline of a tree or plant inside. The text "Mariposa Resource Conservation District" is written in green, and "Operational Agreements Strengthen Partnerships" is written in blue below it.

Mariposa Resource Conservation District

Operational Agreements Strengthen Partnerships

The Operational Agreement between NRCS and Mariposa RCD has been an integral part of the continued success of their partnership. Over the years these agreements have helped to shape and evolve the partnership with the result of increasing the efficiency of both partners in serving their local landowner. The first operational agreement was a result of tough financial times and the threatened closing of the Mariposa NRCS field office. In 1996, it was decided that the Mariposa NRCS field office would close its doors and the workload would be relocated to the Merced NRCS Office. The leadership of Mariposa RCD recognized the importance of keeping a functional local NRCS office as a liaison between government and the local RCD. Through many conversations and planning the Mariposa RCD entered into an agreement with the NRCS to take over payment for the rent of the office building. Over the next year details were worked out regarding who would pay for copiers, phone lines, and other operating expenses. Through the use of an operational agreement the NRCS and RCD have shared staff for many years. The Farm Bill Aid at the Mariposa office has helped to assist both NRCS and RCD projects and programs. The Operational Agreement helped to identify the roles of this employee which continues to strengthen the local NRCS office and RCD. Working with an Operational Agreement helped to save a much needed NRCS office and develop a partnership in which each partner has grown and increased the success of on the ground conservation efforts. Each of the partners has grown stronger because of this agreement which has helped the RCD develop as a partner instead of an entity dependent on the NRCS.



Inland Empire Resource Conservation District

NRCS/RCD Partnership Success

The partnership between an RCD and their local NRCS office can be a powerful force in increasing effectiveness of both offices. Mandy Parkes, executive director of the Inland Empire RCD, contributes a lot of success over the past couple of years to the partnership with the NRCS Redlands Service Center. The partnership was developed through conversations and the creation of a Local Operation Agreement. As the partnership was strengthened the Inland Empire RCD received a plethora of support from the NRCS, the amount of technical assistance that was received helped to strengthen the services the RCD could offer, from a botanist, soil scientist, and an engineer. Currently the NRCS and RCD host workshops, the DC comes to staff meetings, and supports RCD projects by providing technical assistance for RCD restoration projects. The partnership has helped each other in learning the other's process. RCD staff has gone out on site visits with the DC, learning how each other works and the details of the programs helps the RCD more effectively promote NRCS programs. The RCD now is able to share details about NRCS programs to more agriculturists helping the NRCS to reach more landowners. The RCD provides NRCS with office space, which provides benefits to both organizations. Using a local organizational agreement (LOA) both organizations came to an agreement where the NRCS provide office equipment, phone lines, technical assistance and vehicle use while the RCD provides office space. This agreement improved the efficiency by clearly stating the expectations of both partners allowing them to provide cost-effective conservation work to landowners.

The NRCS and Inland Empire RCD have also partnered together to increase assistance the staff assistance to the local NRCS office. There is a program called CalWork that offers recipients of public assistance an opportunity to attend classes and to be placed in work study positions. Because NRCS is a federal agency it would be difficult for NRCS to partner with this program. The Inland Empire RCD, being a local organization, were easily able to work with this program and receive a work study position assigned to their office. This position has helped with NRCS projects and programs and provided assistance to the RCD and the DC.

The Inland Empire RCD and Redlands NRCS Service Center have worked together to discover many ways that their offices could partner together to mutually benefit each other. Both the RCD and local NRCS are strengthened by this partnership and are able to effectively and efficiently offer conservation programs to local landowners. Using a local cooperative agreement both organizations were able to align their mutual goals and expectations to fortify their partnership.